

NORTH CAROLINA)
FORSYTH COUNTY)

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that I, Robert Shelton, the undersigned, for sole consideration of Three Hundred Forty-nine and 52/100, (\$349.52), to me in hand paid by the City of Winston-Salem, receipt of which is hereby acknowledged, have released and discharged and by these presents, do for myself, my heirs, executors, administrators, successors and assigns, hereby release and forever discharge the City of Winston-Salem, its officers, agents, servants and employees, of and from all claims, demands, damages, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, which I now have or which I may hereafter have, for or on account of any personal injury sustained by me and/or any damages to real or personal property owned by me or in which I have an interest, including injuries and damages known and unknown, arising out of, by reason of or in any manner resulting or growing out of the incident with water line at 2424 Cherokee Lane in Winston-Salem, NC on 8-30-16.

IT IS FURTHER UNDERSTOOD AND AGREED that I have not received payment for these damages described above from anyone not a party to this agreement, such as, but not limited to, a commercial general liability insurance carrier. In the event that I have received payment from any other person and that person seeks to recover these funds from the City, or its officers, agents, servants or employees, I shall indemnify, and hold harmless, including reasonable attorney's fees, the City of Winston-Salem, its officers, agents, servants and employees, of and from any and all claims, demands or causes of action brought by this person.

IT IS FURTHER UNDERSTOOD AND AGREED that there is not any other individual, person or corporate, who has an interest in my property, real or personal, damaged by the events described above. I shall indemnify, and hold harmless, including reasonable attorney's fees, the City, its officers, agents, servants and employees, from any and all claims, demands or causes of action related to my property, real or personal, damaged by the event described above and brought by anyone not a party to this agreement.

FINALLY, IT IS UNDERSTOOD AND AGREED that this is a compromise settlement of a disputed claim, and that payment to me of the amount indicated above by the City is not to be construed as an admission of liability on the part of the City of Winston-Salem, its officers, agents, servants or employees.

WITNESS MY HAND AND SEAL this, the 12th day of September, 2016.

IMPORTANT - READ ENTIRE DOCUMENT BEFORE SIGNING

X Robert A. Shelton (SEAL)

IN THE PRESENCE OF:

Mandy C. Gordon (SEAL)
Witness Name

4751 Brinkley Rd., Belknap Creek, NC 27009
Address

Phylis H. Tesh
Notary Public

My Commission expires 11-18-2020

